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**ST. JOSEPH LEAD COMPANY**

**GRANTEE**

40116143



**SUPERFUND RECORDS**

## MINING LEASE

# 611

THIS INSTRUMENT Made this 24th day of October, 1923, by and between Bessie E Peery and J June Peery hereinafter called lessors, and Foster S Naething of Joplin, Missouri, as Agent for St Joseph Lead Company, hereinafter called lessee,

WITNESSETH 1 That said lessors in consideration of the premises and the sum of One Dollar and 00/100 paid to lessors by the lessee, do hereby lease to said lessee for prospecting and mining lead and zinc for a term of four years from the date hereof, the following described tract of land situated in Jasper county, Missouri, to-wit

The Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-six (26), Township Twenty-nine (29), Range Thirty-three <sup>33</sup> <sub>2</sub> ~~thirty-three (23)~~, to the lessors give and grant unto lessee for said term the exclusive right and license to prospect and mine said land for lead and zinc, together with right and license to prepare for market on said premises and remove and sell all lead and zinc mined thereon, with the right to construct buildings or other structures and to make excavations, openings, stock piles, dumps, ditches, drains, roads and other improvements on said premises, including the use of water upon said operations for efficiently prospecting and mining said land and preparing for market and disposing of ore mined, with the right to lessee to remove said property so placed thereon at any time during or within one year after the termination of this lease

2. In consideration whereof said lessee agrees to pay as rent or royalty a sum equal to seven and one-half per cent of the market value of all ore mined from said land, said ore to be milled and cleaned at the expense of lessee, and lessee agrees to pay <sup>to</sup> lessor at Miners Bank, of Joplin, Missouri, on Wednesday of each week following sale of all ore, said royalty of seven and one-half per cent on all ore sold and delivered during the preceding week

3. The lessee will keep accurate books showing quantities and kinds of ore mined from said land, and sold or consumed, when and to whom sold, and the money received from sale, and such books of account shall be open to inspection of lessors at all reasonable hours and at the time of making royalty payments the lessee shall furnish the lessors, their heirs and assigns, with a duplicate of the settlement sheet received from the purchaser of the ore on each sale

4. All mining operations shall be carried on in a minerlike and workman-like manner as the same is usually conducted in said locality, and all ore concentrated to a clean merchantable quality of the usual grade ready for sale in the bin at the mine

5. The lessors or their agents shall have the right to enter upon said land for the purpose of inspection and examination not unnecessarily interfering with the mining operations

6. The lessee shall commence prospecting or mining upon the land within thirty days from the date of delivery hereof. Such prospecting or mining shall be carried on continuously, except as herein-after provided, and shall not be suspended for more than thirty days in any one calendar year, except on account of unavoidable accidents, strikes, or other conditions beyond the control of the lessee

7. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided, the lessee shall pay or tender the sum of One Hundred Sixty and 00/100 Dollars in the manner hereinafter provided, which payment or tender shall operate as a rental for twelve months from and after the date last above stated, and the same shall also cover the right and privilege in the lessee to defer the commencing of said prospecting or mining operations for and during said period. In like manner and upon like payments or tender the commencement of prospecting

10 After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long as ore shall be produced therefrom by the lessee in substantial commercial quantities, or he shall continue prospecting or mining operations on said land in good faith, not exceeding however the total of fifteen years

11 Lessors hereby warrant and agree to defend the title to the land herein described, and agree that the lessee shall have the right at any time, to redeem for lessors by payment, any mortgages, taxes or other liens upon the above described land, in default of payment by lessors and be subrogated to the rights of the holder thereof

12 The lessee shall have the right to assign or sub-let this lease or any proportion of the acreage covered thereby

13 Lessee shall pay for damages caused by his operations to growing crops on said land

14 In case of failure of lessee to keep and perform the terms of this lease, lessors may give thirty days notice of the violation complained of, and if such violation or default is not removed within said period, said lease shall thereupon terminate, at the option of the lessors, and the lessee agrees to execute and record at lessee's expense a proper release of this mining lease

15 The lessee may at any time he desires to do so pay all royalty or rental or damages then due or accrued, and surrender and terminate this lease by giving seven days written notice, and thereupon he shall be relieved of all obligations hereunder, by executing and recording at his expense a proper release of this mining lease

16 The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the parties hereto, and any failure to comply with the requirements of this lease in good faith at any time shall end and determine the same

17 Lessee shall have no tenancy of said land other than such use as is necessary or proper for mining and milling purposes and handling the ore and tailings and operations connected therewith and the necessary roads and rights-of-way including railways, for convenient egress and ingress, and shall not interfere with farming operations unnecessarily, or with prospecting or development of petroleum, or coal on said land by the owner or other lessees for that purpose, nor shall such other farmers or lessees interfere with the lessee herein

18 If ore shall be found in paying quantities lessee shall erect a separate mill upon said premises. No ore shall be taken from the premises for milling or cleaning, and no ore from other localities to be brought upon aforesaid premises

IN WITNESS WHEREOF, Said parties have duly executed this Indenture, <sup>in duplicate</sup> the day and year first above written

Bessie E Peery Seal

J June Peery Seal

Foster S Naething Seal

)  
State of California, )  
County of San Diego ) ss

Pe it remembered that on this 3 d day of November in the Year of our Lord, 1923, before me a Notary Public, in and for the county of San Diego, State of California, came Bessie E Peery and J June Peery, to me personally known to be the identical persons who executed the above and foregoing instrument and who each duly acknowledged execution of the same  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above

LEASE

This Article of Agreement, Witnesseth, That A J Kirke has this day rented to O E Miles of Jasper County, Missouri, in the present condition thereof, the same to be used as a Grocery Store and Meat Market, the following described property, to-wit

The Store Room and Basement located on the South Half of Lot Number Eighty-eight (88) in the Original Town of Carthage, Jasper County Missouri, for a term of Three Years, beginning on the First day of June 1924, and ending on the 31st. day of May 1927, on the following terms and conditions, to-wit

For the use and rent thereof, the said O E Miles hereby promises to pay to the said A J Kirke, or to his order, Seventy-five Dollars (\$75.00) per month, for the whole time above stated, and to pay the same on the First day of each month in advance That in default of the payment of any monthly installment or rent for Five (5) days after the same shall become due, that he will, at the request of the said A J Kirke, quit and surrender to him the peaceable possession thereof, but for this cause the obligation to pay shall not cease

That he will pay the said A J Kirke double the amount stated if he sub-lets, or allows any other tenant to come in with or under him, without the written consent of the said A J Kirke That he will repair all injuries or damages done to the premises during his occupancy, or pay for the same, that all of his property on said premises, whether subject to legal exemption or not, shall be bound and subject to the payment of said rents and damages, that he will take good care of the Store Room and Basement, prevent waste, keep them free from filth, foul odors, dangers of fire or any nuisance, and from all uses forbidden in any fire insurance policy issued thereof, defend and indemnify the said A J Kirke from all damages and charges for such, that the Store Room and Basement shall be kept clean, fairly treated and left so, and finally at the end of his term, will surrender to the said A J Kirke, his heirs or assigns, the peaceable possession of said Store Room and premises, with all keys, latches and repairs in as good condition as he received the same, the usual wear and tear and providential destruction, or destruction by fire, excepted

The said A J Kirke expressly agrees that the said O E Miles shall have the use of his Real Estate in the rear of said Store Room and Basement during the term of this lease, but tenants upstairs over said Store Room, shall have the right of egress or ingress over such vacant Real Estate as their necessities may require

O E Miles

A J Kirke

Filed for record 26th day of June 1924 at 10 o'clock 25 minutes A M

Ed Lerbey Recorder

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS

That I, Foster S Naething, of Joplin, Missouri, for and in consideration of the sum of Dollar to me in hand paid, the receipt of which is hereby acknowledged, do hereby sell, transfer and assign unto the St Joseph Lead Company, a corporation of the State of New York, its successors and assigns, all my rights, title and interest in, to and under those certain mining leases and contracts covering lands located in Jasper County, Missouri, described in the schedule of

STATE OF MISSOURI, )  
COUNTY OF JASPER ) SS

On this 11 day of June, 1924, before me, a Notary Public in and for the County and State aforesaid, personally appeared Foster S Naething, to me personally known to be the identical person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as his free and voluntary act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

My commission expires Nov 6-1926

Tillie M Ade

(SEAL)

Notary Public

EXHIBIT "B"  
SCHEDULE OF LEASES

✓  
No. 547 Mining lease dated February 8, 1923, by and between L G Howard and Hattie E Howard, his wife, as lessors, to Foster S Naething, as lessee, covering the North-half of the Northwest quarter (Containing 80 acres) of Section 2, Township 28, Range 33, Jasper County, Missouri

No. 548 Mining lease dated February 8, 1923, by and between W H Stark and Lulu A Stark, his wife, as lessors, to Foster S Naething as lessee, covering the North-half of the Northeast quarter and the Southwest quarter of the Northeast quarter and the north part of the Southeast quarter of the Northeast quarter (containing 135 acres more or less of Section 3, Township 28, Range 33, Jasper County, Missouri

No. 553 Mining lease dated February 12, 1923, by and between Jane Board, Allie Vise and John F Wise, Mollie Lee and J F Lee, L H Clark and Bertha C Clark and F A Dooley and Maude Dooley as lessors, to Foster S Naething as lessee, covering the North 65 acres of the East-half of the Northwest quarter and the West-half of the Northwest quarter and the West-half of the Southwest quarter of Section 14, and the Southeast quarter and the South-half of the Northeast quarter of Section 15, and Southeast quarter of the Northwest quarter of the Northeast quarter and 24 acres and 15 rods, described as Beginning at the half mile corner of the North side of Section 22, thence south to center of Spring River, thence East with said River 40 rods, thence north to said north line of section 22, thence west to place of beginning, and 8½ acres, being the North-half of a 17 acre tract off the east side of the Southwest quarter of the Northeast quarter of Section 22, all lying and being in Township 29, Range 32, and containing 507½ acres, more or less, subject to railroad right-of-way, Jasper County, Missouri

No. 557 Mining lease dated February 8, 1923, by and between S Howard and June E Howard, as lessors, to Foster S Naething as lessee, covering the Southwest quarter of the Northeast quarter of Section 5, Township 28, Range 33, lying and being south of the right-of-way of the St Louis-San Francisco Railroad, containing 31 acres more or less, Jasper County, Missouri

No. 558 Mining lease dated February 8, 1923, by and between G L Howard, a single man, as lessor, and Foster S Naething as lessee, covering the South-half of the Northwest quarter of Section 2, Township 28, Range 33, Jasper County, Missouri

No. 559 Mining lease dated February 8, 1923, by and between Mary E McKenna and W E McKenna, her husband S W Howard and June E Howard, his wife, L G Howard and Hattie E Howard his

except one acre cemetery, containing 79 acres, also one acre strip of the southwest corner of the Southeast quarter of the Southeast quarter of Section 5, Township 28, Range 33, also the Northeast quarter except the Southeast quarter of the Northeast quarter and except 5 acres south side Center Creek, being 115 acres more or less of Section 8, Township 28, Range 33, (containing in all 231 acres), Jasper County, Missouri

No. 560 Mining lease dated March 27, 1923, by and between F J Garrow, single, as lessor to Foster S Naething as lessee, covering the West-half of the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northwest quarter of Section 24, Township 29, Range 33, Jasper County, Missouri

No. 564 Mining lease dated March 28, 1923, by and between Warren Deever and Nora L Deever, his wife, as lessors, to Foster S Naething, as lessee, covering the South-half of the Northeast quarter of Section 24, Township 29, Range 33, Jasper County, Missouri

No. 565 Mining lease dated March 27, 1923, by and between David M Osborne, S A Stuckey and Sarah J Stuckey, his wife, as lessors, to Foster S Naething, as lessee, covering the Southeast quarter and the South-half of the Southwest quarter of Section 35, Township 29, Range 34, Jasper County, Missouri

No. 566 Mining lease dated March 31, 1923, by and between W E Patten and Rosa L Patten, his wife, as lessors to Foster S Naething, as lessee, covering Lot One of the Northeast quarter except railroad right-of-way, Section 1, Township 29, Range 33, Jasper County, Missouri

✓ No. 568 Mining lease dated April 12, 1923, by and between The Park Land & Mining Company, incorporated under the laws of the State of Missouri, as lessor, and Foster S Naething, as lessee, covering all of the West-half of the Northeast quarter and the East-half of the Northwest quarter, being 160 acres, more or less, of Section 18, Township 28, Range 33, Jasper County, Missouri

No. 572 Mining lease dated April 23, 1923, by and between Mrs Gussie Charlson, a widow, as lessor, to Foster S Naething as lessee, covering the West-half of the Southeast quarter and lots one and two of the Southwest quarter except 2 acres railroad right-of-way, Section 30, Township 29, Range 33, Jasper County, Missouri

No. 575 Mining lease dated May 16, 1923, by and between Mary Martina Billings, Charles H Hooke, Sophia S Hooke and Louie H E Swan, by S A Stuckey, Attorney in Fact, as lessors, to Foster S Naething, as lessee, covering the North-half of the Southwest quarter (80 acres more or less) of Section 8, Township 28, Range 33, Jasper County, Missouri

No. 576 Mining lease dated May 16, 1923, by and between Mary Martina Billings, Charles H Hooke, Sophia S Hooke and Louie H E Swan by S A Stuckey, Attorney in Fact, as lessors, to Foster S Naething, as lessee, covering the Northwest quarter of Section 26, Township 29, Range 34, except the West-half of the Northwest quarter of the Northwest quarter, also the South-half of the Northeast quarter, fractional, of Section 27, Township 29, Range 34, being 170 acres more or less, in Jasper County, Missouri

No. 577 Mining lease dated May 10, 1923, by and between C W Rinehart and Sarah A Rinehart,

29, Range 33, Jasper County, Missouri

No. 581 Mining lease dated May 22, 1923, by and between O K Eysenbach and Jessie<sup>C</sup> Eysenbach, as lessors, to Foster S Naething, as lessee, covering the South-half of the Southeast quarter of Section 27, and the north-half of the Northeast quarter of Section 34, all in Township 29, Range 33, Jasper County, Missouri

No. 582 Mining lease dated May 21, 1923, by and between Georgia Ann Moore and W M Moore, her husband, Andrew H Johnson and Sue Johnson, his wife, Mrs Elsie J Tuck and Chas P Johnson, as lessors, to Foster S Naething, as lessee, covering the the East-half of the Southeast quarter (80 acres), and 12 acres off the east side of Northwest quarter of Southeast quarter of Section 24, Township 28, Range 34, all of Lot 2 of Southwest quarter and one-half of Lot 2 of the Northwest quarter, commencing 120 feet south of the northwest corner of Section 19, thence east about 700 feet, thence south 1320 feet, thence west about 700 feet, thence north 1320 feet to place of beginning, in Section 19, Township 28, Range 33, containing in all 156 acres, more or less, Jasper County, Missouri

No. 584 Mining lease dated May 31, 1923, by and between The William L Leckie Realty Company, as lessor to Foster S Naething as lessee, covering the North-half of the Southwest quarter and the South west quarter of the Southwest quarter except 10 acres in the southeast corner of said 40 acres, all in Section 13, Township 28, Range 34, also the Northeast quarter of the Southeast quarter of Section 14, Township 28, Range 34, Jasper County, Missouri

No. 585 Mining lease dated June 4, 1923, by and between T Ireland, attorney in fact for the heirs of Jeremiah Smith, Deceased, as lessor, to Foster S Naething, as lessee, covering 44 58 acres being the Lot 2 of the Southwest quarter of Section 7, Township 28, Range 33, Jasper County, Missouri

No. 586 Mining lease dated June 2, 1923, by and between Elmer Banta and Guy Banta as lessors, to Foster S Naething as lessee, covering all of the East-half of the Southeast quarter except 660 feet square in the northeast corner thereof and eleven acres being the east side of the Southwest quarter of the Southeast quarter, 81 acres in all, of Section 12, Township 28, Range 34, Jasper County, Missouri

No. 587 Mining lease dated June 7, 1923, by and between Geo F Cooley and Elizaeth R Cooley as lessors, to Foster S Naething as lessee, covering the North-half of the Southeast quarter of Section 27, Township 29, Range 33, Jasper County, Missouri

No. 588 Mining lease dated June 22, 1923, by and between The Stevison Rogers Lead & Zinc Company of Webb City, Missouri, lessor, to Foster S Naething as lessee, covering the East-half of the Northeast quarter and the East-half of the West-half of the Northeast quarter of Section 23, Township 29, Range 33, Jasper County, Missouri

No. 590 Mining lease dated June 20, 1923, by and between W A Southard and E F Southard, his wife, as lessors, to Foster S Naething, as lessee, covering all the North-half of the Southeast quarter and the Southwest quarter of the Southeast quarter, except five acres St Louis & San Francisco Railroad right-of-way, containing 115 acres more or less of Section 24, Township 29, Range 33, Jasper County, Missouri

tional Section 15, Township 29, Range 34, subject to railroad right-of-way and surface lease to tenant, in Jasper County, Missouri

No. 593 Mining lease dated June 30, 1923, by and between Mary Martina Billings, Charles H. Hooke, Sophia S. Hooke, and Louie H. E. Swan, by their Attorney in fact, S. A. Stuckey, as lessors, to Foster S. Naething, as lessee, covering in Section 6, Township 28, Range 33, the West half of the Northeast quarter and the fractional Northwest Quarter except 31 acres in the Southwest corner, being 160 acres more or less, and in Section 31, Township 29, Range 33, the West half of the Southeast quarter and the fractional Southwest quarter and the Southwest quarter of the Northeast quarter, and the Fractional South-half of the Northwest quarter, containing 303 acres more or less, total of all tracts 463 acres more or less and railroad right-of-way excepted from all tracts, all in Jasper County, Missouri

No. 594 Mining lease dated July 3, 1923, by and between Matilda Martin, as lessor, to Foster S. Naething, as lessee, covering -

"Eight (8) acres all N Eight (8) acres S  $\frac{1}{2}$  S of RR Rwy Section Ten (10), Township Twenty-eight (28), Range Thirty-four (34), 148-15 100 acres N  $\frac{1}{2}$  S W ex 5-85/100 N E cor and  $\frac{1}{2}$  N 7 ex RR Section 11 Township 28 Range 34- 74 - 78/100 acres N  $\frac{1}{2}$  S E  $\frac{1}{2}$  ex 5 A S E Cor and ex 72/100 A N W Cor 39 A " E, N E ex 1 A church Section 11, Township 28, Range 34, 25 A E side S E N E Sec 11 Twp 28 Range 34, 2 A 1 A Center Wend S W N E & 1 A Section 11, Twp 28, Range 34, N E Cor S E 10/100 A NE NE ex 150 ft S side & ex 4-90/100 A E side Sect 11, Twp 28, Range 34 5-85/100 A com 144 ft S of NE cor NW SW N 24 rds <sup>8 39 rds</sup> E 24 rds N 24 rds to beg Sec 11, Twp 28, Range 34, situated in Jasper County, Missouri, containing 320 acres more or less, known as the Martin Farm, near Smithfield "

No. 597 Mining lease dated July 20, 1923, by L. E. Farley, a widow, as lessor, to Foster S. Naething, as lessee, covering all of that part of Section 10, Township 28, Range 34, north of St. Louis & S. F. Railway tracks, containing 37 acres, and a fraction, more or less, in Jasper County, Missouri

No. 598 Mining lease dated July 30, 1923, by and between W. J. Thompson, single, as lessor, to Foster S. Naething, as lessee, covering all of the East-half of the Northeast quarter, except a strip off northeast corner 200 feet by 50 feet, of Section 24, Township 28, Range 34, Jasper County, Missouri

No. 599 Mining lease dated July 31, 1923, by and between Charity Wilson, a widow, as lessor, to Foster S. Naething, as lessee, covering the Southwest quarter of the Southeast quarter except the east fourth, also east side Southeast quarter of the Southwest quarter east of creek, also the east two rods of the Southeast quarter of the Southwest quarter, containing 32.5 acres more or less, in Section 12, Township 28, Range 34, Jasper County, Missouri

No. 603 Mining lease dated September 6, 1923, by and between H. L. Isherwood and S. May Isherwood, his wife, as lessors, to Foster S. Naething, as lessee, covering the South-half of the Northwest quarter of Section 12, Township 28, Range 34, except the right-of-way of the St. Louis & S. F. Railway, and roadway on the east and west thereof, in Jasper County, Missouri



512  
515  
F L Hunt, D H Hunt, L B Hunt, R E Hunt, Geo C Meese, R Grayce Meese, James Cleator, W Pearl Cleator, Claude Baker and Frankie V Baker, as lessors, to Foster S Naething, as lessee, covering the West-half of the Northeast quarter and the East-half of the Northwest quarter of Section 24, Township 28, Range 34, containing 160 acres more or less, in Jasper County, Missouri

No. 609 Mining lease dated November 29, 1922, by and between C E Holt and Florence Holt, his wife, as lessors, to Foster S Naething, as lessee, covering the North-half of the Southeast quarter of section 2, Township 28, Range 34, Jasper County, Missouri

No. 610 Mining lease dated November 8, 1923, by and between J Frank Todd and Myrtle Todd, his wife, as lessors, to Foster S Naething, as lessee, covering the Southwest quarter of the Southeast quarter and East 23 acres of the Southeast quarter of the Southwest quarter of Section 11, Township 28, Range 34, Jasper County, Missouri

No. 611 Mining lease dated October 24, 1923, by and between Bessie E Peery and J June Peery, as lessors, to Foster S Naething, as lessee, covering the Southwest quarter of Section 26, Township 29, Range 33, Jasper County, Missouri

No. 614 Mining lease dated November 26, 1923, by and between Ben C Aylor and Glenna Aylor, his wife, as lessors, to Foster S Naething, as lessee, covering the Northwest quarter of the Northwest quarter of Section 30, Township 28, Range 32, also all lots in Hardy's Addition to Webb City, and all lots in Hardy's Inter-Urban Addition to Webb City, now owned by Ben C Aylor, in Jasper County, Missouri

No. 615 Mining lease dated December 3, 1923, by and between Royalty Land & Mining Company (a Missouri corporation), of Webb City, as lessor, to Foster S Naething, as lessee, covering all the Northwest quarter of the Northeast quarter, subject to right-of-way of railroad, and also the Northeast quarter of the Northwest quarter except a certain tract of land platted and used for cemetery purposes in southwest corner thereof, containing in all fifty-five acres more or less, and all located in Section 30, Township 28, Range 32, Jasper County, Missouri

No. 616 Mining lease dated December 3, 1923, by and between T M Webb and Elizabeth Webb, his wife, as lessors, to Foster S Naething, as lessee, covering all of the South-half of the Northeast quarter of Section 25, Township 28, Range 33, except a tract of ground containing eight and one-half acres out of southeast corner thereof, and also subject to right-of-way of the Southwest Missouri Electric Railway Company across the east end thereof, containing 72 acres more or less, in Jasper County, Missouri

Filed for Record 21<sup>st</sup> day of July 1924 at 9 o'clock 5 minutes

*Ed. M. H.*

Recorder

#### A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS

That I, Foster S Naething, of Joplin, Missouri for and in consideration of the sum of One Dollar to me in hand paid, the receipt of which is hereby acknowledged, do hereby sell, transfer and assign unto Kansas Explorations, Inc, a corporation of the State of New York, its successors and assigns all my rights, title and interest in, to and under those certain mining

KNO / ALL MEN BY THESE PRESENTS

That we, Victor Rakowsky, Blanche Bilharz, Oscar W Bilharz, Blanche Louise Bilharz ~~Single~~  
Gretchen Bilharz Davies and Elizabeth Bilharz, in consideration of the sum of One Dollar to us  
in hand paid, receipt of which is hereby acknowledged, do hereby sell, transfer, assign and con-  
vey unto The St Joseph Lead Company, a corporation of the State of New York, its Successors and  
assigns, all our right, title and interest in and to the following described mining leases, sub-  
ject to contract between said parties dated October 1st, 1923

383 - Supplementary Agreements, dated November 21st, 1922, executed by John Foley, as lessors,  
to Oscar M Bilharz and Victor Rakowsky as Lessees, covering the Northwest quarter (NW $\frac{1}{4}$ ) of Sec-  
tion 7, Township 35 South, Range 24 East, also The West half (W $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ )  
of Section 6, Township 35 South, Range 24 East, also the Northwest quarter (NW $\frac{1}{4}$ ) of Section 5,  
Township 35 South, Range 24 East in Cherokee County, Kansas

396 - A Supplementary Agreement, dated January 17th, 1923, executed by Scott Jarrett and Lucy  
Jarrett, his Wife, as Lessors to Oscar M Bilharz and Victor Rakowsky as Lessees, covering the  
Northeast quarter (NE $\frac{1}{4}$ ) and the East half (E $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 12,  
Township 35 South, Range 23, East, in Cherokee County, Kansas

189 - That certain mining lease, dated April -, 1921 executed by Delphina Carter, a Widow,  
Guelina Weaver and Gerald Weaver, her husband, Oscar S Carter and Ethel Carter his wife, S.  
Carter and Ina Carter, his wife, Ruth Bottom and A E Bottom her husband, Mary Carter, a single  
woman and Jesse W Carter, a minor and Oscar S Carter, his guardian, as Lessors to O M Bil-  
harz and Victor Rakowsky as Lessees, covering the East part of the Southwest quarter (SW $\frac{1}{4}$ ) of  
the Southwest quarter (SW $\frac{1}{4}$ ) and fraction of Southeast quarter (SE $\frac{1}{4}$ ) of southwest quarter (SW $\frac{1}{4}$ )  
and West part of Southwest quarter (SW $\frac{1}{4}$ ) of Southeast quarter (SE $\frac{1}{4}$ ) of Section 8, Township 34,  
Range 25 and the North half (N $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ )  
and North half (N $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Northwest quarter (NW $\frac{1}{4}$ ) of Section 17,  
Township 34, Range 25, in Cherokee County, Kansas

532 - That certain mining lease, dated January 15th, 1923, executed by Ferd Broughton and Clara  
Broughton, his wife, as Lessors, to O M Bilharz and Victor Rakowsky as Lessees, covering the  
West Half (W $\frac{1}{2}$ ) of the West half (W $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 23, Township 29,  
Range 33, in Jasper County, Missouri

533 - That certain mining lease, dated January 9th, 1923, executed by J T Wardlow and Flora  
Wardlow, his wife as Lessors, to O M Bilharz and Victor Rakowsky as Lessees, covering the  
half (E $\frac{1}{2}$ ) of lot eight (8), and all of lot seven (7) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section  
Township 29, Range 33 also the West half (W $\frac{1}{2}$ ) of lot eight (8) of the Northwest quarter (NW $\frac{1}{4}$ )  
Section 6, Township 29, Range 32, in Jasper County, Missouri

535 - That certain mining lease, dated January 4th, 1923, executed by James P Smith, single  
Lessor and O M Bilharz and Victor Rakowsky as Lessees, covering the South thirty (30) acres  
the East half (E $\frac{1}{2}$ ) of lot six (6) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 1, Township 29,

## Jasper County, Missouri

537 - That certain mining lease, dated January 15th, 1923, executed by George N Spiva and Bessie T Spiva, his wife, as Lessors and, O M Bilharz and Victor Rakowsky, as Lessees, covering the, Northwest quarter (NW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) and the Northeast quarter (NE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) and the North half (N $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) and the Southeast quarter (SE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 27, Township 33, Range 25, in Cherokee County, Kansas

538 - That certain mining lease, dated January 13th, 1923, executed by Calvin C Leaming, Single, as Lessor and, O M Bilharz and Victor Rakowsky, as Lessees, covering the Eighty (80) acres in the North half (N $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 26, Township 29, Range 34, in Jasper County, Missouri

539 - That certain mining lease, dated January 10th, 1923, executed by Harry Leaming & Mabel Leaming, his wife, Birdie Joiner, W B Joiner, her Husband, Birchie E Grim, H D Grim, her husband, Ina Leaming, single, called Lessors and, O M Bilharz and Victor Rakowsky as Lessees, covering the Northeast quarter (NE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 11, Township 30, Range 25 also the Northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 12, Township 33, Range 25, in Cherokee County, Kansas

541 - That certain mining lease, dated January 12th, 1923, executed by J H Bailey and W M Robinson, as Lessors and, O M Bilharz and Victor Rakowsky as Lessees, covering the East half (E $\frac{1}{2}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 20, Township 28, Range 33, in Jasper County, Missouri

542 - That certain mining lease, dated January 12th, 1923, executed by M F O'Keefe as Lessor and, O M Bilharz and Victor Rakowsky as Lessees, covering the West half (W $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section 13, Township 28, Range 34, in Jasper County, Missouri

543 - That certain mining lease, dated December 18th, 1922, executed by The Conqueror Trust Company of Joplin, Missouri, as Lessors, and O M Bilharz and Victor Rakowsky as Lessees, covering the Northeast quarter (NE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 13, Township 28, Range 34, in Jasper County, Missouri

544 - That certain mining lease, dated December 16th, 1922, executed by J J Whitten, Florence Holt, Walter Whitten, Etta Johnson, Amanda Hays, Myrtle Fare, Ora J Jones, Roy Jones, Tresa Jones & Paul Jones, Minor heirs, called Lessors, and O M Bilharz and Victor Rakowsky of Joplin, as Lessees, covering three (3) acres in the Southwest corner of the Southwest quarter (SW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 12, and twenty-two (22) acres in the Northeast quarter (NE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) South of Center Creek, in Section 14, and thirty-eight (38) acres in the Northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) except two (2) acres in the Northwest corner of Section 13 and twenty-four (24) acres in the East five-eighths (5/8) of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) except one (1) acre described as follows Beginning 208 feet North of the Southwest corner, thence North 208 feet, Thence E 208 feet, thence South 208 feet, thence W 208 feet, thence North 208 feet to place of beginning in Township 28, Range 34, in Jasper County, Missouri

550 - That certain mining lease, dated November 20th, 1922, executed by A. T. Fare & Jennie M. Fare as Lessors and Victor Rakowsky as Lessee, covering the Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 12, and North half (N $\frac{1}{2}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 1, except 41 rods off the East end and the North 20 rods of the South half (S $\frac{1}{2}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 1, except 41 rods off East end and West half (W $\frac{1}{2}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 12, and all of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section 12, except one and one-third acre (1  $\frac{1}{3}$ ) South and East of the South Branch of Center Creek, all in Township 28, Range 34, being 120 Acres more or less in Jasper County, Missouri

551 - That Certain mining lease, dated November 27th, 1922, executed by P. M. Lortz and Anna C. Lortz, his wife, and A. J. Stuckey and Hattie V. C. Stuckey, his wife as Lessors, and Victor Rakowsky as Lessee, covering all that part of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 5, lying North of the right-of-way of the St. Louis and San Francisco Railroad except twelve and eight-tenths (12  $\frac{8}{10}$ ) acres used as a Cemetery in Township 28, Range 33, in Jasper County, Missouri

552 - That certain mining lease, dated January 21st, 1923, executed by J. E. McCubbin and Lola L. McCubbin, his wife, as lessors and O. H. Bilharz and Victor Rakowsky as Lessee, covering the North half (N $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) and the East half (E $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) and the North half (N $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) and the North half (N $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) containing 50 acres more or less in Section 1, Township 28, Range 34, in Jasper County, Missouri

554 - That certain mining lease, dated February 15th, 1923, executed by E. B. Jacobs as Lessor and Victor Rakowsky as Lessee, covering the West 100 acres of all that tract of land lying North of the Frisco Railroad in Section 35, Township 29, Range 33, in Jasper County, Missouri

571 - That certain mining lease, dated January 12th, 1923, executed by Mary H. Snapp and J. Henry Snapp, as Lessors, and Victor Rakowsky as Lessee, covering the Following described land Commencing at the Northeast corner of the Northeast quarter (NE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) thence West 98 $\frac{1}{2}$  rods, thence South 65 rods, thence East 98 $\frac{1}{2}$  rods, thence North 65 rods to place of beginning in Section 23, Township 29, Range 33, in Jasper County, Missouri

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of December, 1923

Victor Rakowsky

~~Blanche Bilharz-Executrix-O.H.-Bilharz-Estate~~

Oscar W. Bilharz

Blanche Louise Bilharz

Gretchen Bilharz Davies